



BID REQUIREMENTS

FINAL RELEASE AND WAIVER OF LIEN SAMPLE

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SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

A. INTRODUCTION

The enclosed information addresses expectations of Subcontractors and tier subcontractors (hereinafter referred to as "Subcontractors") performing work on G. E. Johnson Construction Company, Inc. (hereinafter referred to as "Contractor") projects. Through the concentrated effort of subcontractors, a safe and successful project can be achieved.

Each subcontractor working on Contractor projects is obligated to comply with all Federal, State and Local safety requirements, G. E. Johnson Construction Company's Environmental, Health and Safety Program, Project Safety Programs, and any Owner Safety Requirements (hereinafter called "safety requirements"). These combined safety requirements constitute the minimum level of performance expected from each employer and his employees or their subcontractors, or agents. All shall adhere to these requirements for the performance of their work on Contractor projects designed to promote and to insure the projects safe completion. Electronic copy of Contractor's Safety Manual is available upon request.

B. SUBCONTRACTOR COMPLIANCE

In accordance with the OSHA requirements, each subcontractor shall protect the employment and places of employment of each of their employees engaged in construction work by complying with the appropriate standards prescribed in the applicable standards. Subcontractors shall hold each of their agents, vendors, tier subcontractors and suppliers responsible for compliance with these safety requirements. Subcontractors shall include these safety requirements in contracts with all tier subcontractors and suppliers. Entry onto project, property, or the job site constitutes acknowledgement by the Subcontractor, Subcontractor employees or invitee of their obligation to adhere to these safety requirements.

Each Subcontractor shall establish and maintain an effective safety and health program that, at the least, equals that of the Contractor's Environmental, Health and Safety Program, including all items outlined in this document. shall be solely responsible for implementing the safety program and shall have sole responsibility for monitoring the work of its employees, subcontractors, agents, vendors and suppliers to ensure compliance.

C. NON-COMPLIANCE WITH SAFETY REQUIREMENTS

If a Subcontractor or invitee is found non-compliant to any of the safety requirements, the Subcontractor and employee(s) may be subject to the following (one or more):

- At a minimum, the resulting action may result in a written warning;
- Individual(s) may be removed from the project for a specified duration;
- Individual(s) may be removed from project and/or future Contractor projects;
- Re-training for individual(s), crew and/or foreman. Proof of retraining shall be provided to Contractor upon request;
- Additional full-time supervision and/or safety representative to the project at the Subcontractor's expense;

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- A meeting will be conducted with the Subcontractor's supervisor and management, and Contractor's Project Team. The meeting will conclude in a documented agreement outlining the Subcontractor's intended corrective actions and timeline for implementation;
- Removal of unsafe condition by using other work forces, the cost of which will be reimbursed through back charges or provisions of the contract;
- Contractor may exercise its option to terminate all or part of the contract with Subcontractor for inadequate safety performance, or failure to fulfill any of the safety requirement of the contract.
- Any resulting damages (including damage for delay) will be paid for in accordance with the subcontract.

All costs and expenses paid or incurred by a subcontractor in the implementation and administration of the safety requirements shall be paid by said subcontractor.

When non-compliance of safety requirements is observed, the responsible subcontractor shall be informed orally for immediate correction. It is the sole responsibility of the Subcontractor to devise and implement the corrective actions. If Contractor deems it necessary to stop work being performed due to the nature of the non-compliant issue, work will be halted until the Subcontractor corrects the non-compliant issue. If Contractor deems it necessary to stop work being performed due to non-compliance, work will be halted until the Subcontractor corrects the issue. Any costs incurred by the stoppage or correcting non-compliant issues of the work will be the sole responsibility of the non-complying subcontractor.

D. SUBCONTRACTOR SAFETY PROFESSIONAL REPRESENTATION

Subcontractors must provide safety professional representation at Contractor project sites that addresses and details the number of and qualifications for safety professionals. Contractor follows the recommendation of the Construction Industry Institute, and requires that if a Subcontractor, at any time, has at least 50 craft workers on the project site (including the craft workers of any of its subcontractors and suppliers, of any tier), then the Subcontractor must have a project specific safety professional onsite part-time when the workforce is below 50 craft workers and full-time when the workforce reaches 50 craft workers. Additional safety professionals are required on a proportional basis if the number of craft workers reaches or exceeds 60 craft workers. The specifics of the number of safety professionals that a Subcontractor must dedicate to the project are detailed below.

Number of Workers Present	Subcontractor Safety Professional Onsite Presence
1-9	Equivalent of one work shift during work week
10-19	Equivalent of two work shifts during the work week
20-29	Equivalent of three work shifts during the work week
30-49	Equivalent of four work shifts during the work week
50-59	On site full time

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60-69	A subcontractor safety professional on site full time plus an additional subcontractor safety professional on site the equivalent of one work shift during the work week.
70-79	A subcontractor safety professional on site full time plus an additional subcontractor safety professional on site the equivalent of two work shifts during the work week.
80-89	A subcontractor safety professional on site full time plus an additional subcontractor safety professional on site the equivalent of three work shifts during the work week.
90-99	A subcontractor safety professional on site full time plus an additional subcontractor safety professional on site the equivalent of four work shifts during the work week.
100-109	Two subcontractor safety professionals on site full time.
110 or more	Two subcontractor safety professionals on site full time plus any additional safety supervision as agreed upon between Contractor and Subcontractor.

E. DUTIES OF THE SUBCONTRACTOR SAFETY PROFESSIONAL AND ADDITIONAL SUBCONTRACTOR SAFETY PROFESSIONAL

The Subcontractor safety professional and additional subcontractor safety professional must cooperate with Contractor and other safety professionals as a coordinated team and not as a stand-alone resource for the Subcontractor. The Subcontractor safety professional (and additional subcontractor safety professional) will be a member of the project site safety committee, if such a committee is established at the project, and will regularly meet to ensure that safety issues are identified and addressed in a timely manner. Contractor promotes a project-wide safety culture in which each safety professional can openly contribute to safety discussions.

Duties of the Subcontractor safety professional shall include, but are not necessarily limited to:

- In conjunction with the Subcontractor project team, is responsible for safety and health of the Subcontractor's Work; applies basic knowledge of local, State and Federal rules, regulations to determine compliance within assigned project areas; complies with EHS measures and guidelines.
- Participation in or leading training sessions specific to the project; disseminates educational information tools to aide in educational awareness.
- Developing, implementing, evaluating, and maintaining the Subcontractor's project specific safety plan.
- Coach and mentor newly hired subcontractor employees in safety and health requirements.
- Inspects/assesses, monitors, investigates and/or recommends corrective action; conducts trends analysis; documents compliance with standards.

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- Conducts and documents routine inspections of project sites regularly; makes recommendations for standard corrective action when needed; establishes time frame for corrective action to be implemented.
- Insures reporting all incidents to Contractor; determines cause during incident investigation; identifies and recommends standard corrective action for unsafe conditions; determines preventative measures; communicates lessons learned to craft and staff personnel.

F. QUALIFICATIONS OF A SUBCONTRACTOR SAFETY PROFESSIONAL

The Subcontractor safety professional and the additional subcontractor safety professional (if any) shall be dedicated to the management of safety on the project and, when at the project, shall have no collateral duties. Contractor reserves the right to request that any Subcontractor safety professional or additional subcontractor safety professional be replaced provided reasonable grounds exist for such a request.

If Subcontractor safety professional and additional subcontractor safety professional is absent from the project site for any reason, an alternate safety professional with the necessary qualifications must be present at the project.

Each Subcontractor safety professional and additional subcontractor safety professional (if any) must meet one of the following qualifications:

- Possess a four-year degree in engineering, construction, or safety from an accredited university, plus a minimum of one year of direct safety oversight experience; or
- Possess a two-year degree in engineering, construction or safety from an accredited or industry recognized technical school, plus a minimum of two years of direct safety oversight experience; or
- Possess a professional certification in safety from an accredited or industry certifying body, plus a minimum of three years of direct safety oversight experience; or
- Have a minimum of eight years of relevant industry and construction experience plus an additional minimum of three years of direct safety oversight; and

The Subcontractor safety professional and additional safety professional (if any) must also possess a current OSHA 30-hour card.

G. OSHA AND STATE AGENCY INSPECTIONS

If after an inspection, a Subcontractor receives any citation(s), a copy of all citations shall be immediately provided to Contractor.

H. PRECONSTRUCTION MEETING

Subcontractors shall ensure that their project management and other key personnel, including the On-Site Supervisor and Safety Professional at minimum, attend a pre-construction meeting with the Contractor project staff where planning for safe execution of the project will be addressed.

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I. SITE SAFETY ORIENTATION

Prior to starting work on the project, all employees are required to attend a site-specific safety orientation provided by Contractor. The orientation will cover general environmental, health and safety rules, regulations and site-specific policies and hazards. The Subcontractor shall be responsible for scheduling orientation of their employees and visitors with Contractor. If an individual is found on-site without having received the training, that person will be removed from the project until orientation is received.

Subcontractors shall provide interpreters in the native language of any non-English speaking employees.

J. SAFETY REVIEW

Following an incident or safety issue, Contractor may request a meeting be held with the parties involved to discuss the incident or issue in greater detail. Requested subcontractors shall attend and participate in the investigation, discussion and develop an action plan for remediation of contributing and root causes.

K. INJURY CARE AND MEDICAL FACILITY

Each subcontractor is responsible to establish a medical facility for use by employees who sustain a work-related injury. The facility to be used shall be communicated to the Subcontractor's employees.

Each subcontractor is to provide an appropriately sized First Aid Kit that is maintained and adequately stocked. The location of the kit shall be communicated with Subcontractor's employees. Subcontractors will assure that when required or appropriate, trained first aid personnel are available, certified and equipped for their responsibilities.

L. TOOLBOX TALKS

Each subcontractor shall conduct weekly "toolbox" safety meetings relevant to the work being performed for their employees. A copy of the toolbox "talk" or a description of the topic discussed along with all attendee's names shall be submitted to Contractor's project team weekly.

M. SAFETY INSPECTIONS

In accordance with OSHA, each subcontractor shall perform frequent and regular safety inspections of their work area(s) by a competent person. A copy of the report or documented inspection shall be submitted to Contractor whenever the inspection is completed. Subcontractor supervisor shall take immediate action to correct non-compliant issues, unsafe practices and unsafe conditions. The Subcontractor will be solely responsible to review/monitor the work area/location of all their employees on a regular basis during the performance of work.

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N. SUBSTANCE ABUSE POLICY

Contractor is committed to providing a safe work environment. The illegal use or abuse of drugs and or alcohol constitutes a threat to the safety and health of employees and the general public. The Substance Abuse Policy requires employees to report to work fit for duty, and to perform their work, free of detectable levels of drugs, alcohol or other substances, which may affect their ability to work safely. Each subcontractor shall establish and maintain an effective substance abuse program while working on any Contractor's projects. Drug and alcohol testing is required of Subcontractor employees in the following situations:

- If Subcontractor or Contractor has reasonable suspicion that the employee is under the influence of drugs or alcohol;
- If the employee has sustained a work-related injury requiring outside medical attention;
- If the employee has caused or contributed to another employee being injured in a work-related incident;
- If the employee has caused or contributed to a work-related incident resulting in, or which has the potential to result in, property damage.

Subcontractor employees who fail to provide proof of a required drug and alcohol test will not be permitted on-site.

All costs associated with any substance abuse testing are the responsibility of the Subcontractor.

O. STRETCH AND FLEX

Subcontractor will be responsible for implementing an onsite stretch and flex program facilitated by Contractor or by the Subcontractor. Participation in the stretching programs shall be conducted during the morning safety briefing. The stretch and flex component should not exceed 10-15 minutes. Employees should exercise judgment to the extent that their physical capabilities allow, and they should not perform motions that may aggravate previous injuries or other physical conditions.

P. JOB HAZARD ANALYSIS

Subcontractor must produce job hazard analyses for upcoming tasks as part of the pre-task planning process. This consists of identifying potential hazards and recommending the safest way to perform the job.

Job Hazard Analysis (JHA) will be part of Subcontractor's Project Safety Plan. JHA forms identify each task of the Subcontractor's Work, the hazards of that work and the protection or prevention measures to be taken by the Subcontractor to address the hazards will be prepared in writing by the Subcontractor. The JHA will be used by Subcontractor to instruct Subcontractor's crew on the hazards of the work. A copy will be provided to Contractor's project team upon request.

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Q. TOBACCO USE

Tobacco use is prohibited at any time in any project field office. In addition, tobacco use will not be permitted anywhere within the confines of the project site.

R. HOUSEKEEPING

Each subcontractor shall be responsible for daily clean up during and after installation of his materials and shall leave their areas broom swept. Each subcontractor is responsible to provide manpower to move their trash and debris to an area designated by Contractor. Cleanup or cleaning work not regularly and promptly performed by subcontractor when so ordered by Contractor project team may be performed by others for Subcontractor's account. If Subcontractor fails to keep its work area broom clean and/or leave the work area in a littered or dirty condition, Contractor may, without notice to the Subcontractor, clean up the premises at Subcontractor's expense and for the Subcontractor's account. Effective housekeeping should not be an assigned task; it is considered to be a part of each employee's responsibility. Keeping the work site clean not only produces a safer job site, but a better place to come to work each day. It is each employee's responsibility to keep their work area in order, cleaning up during and after work is completed.

S. STORMWATER POLLUTION

The Subcontractor shall participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to Storm Water Management Plan (SWMP) permit requirements. Subcontractors will comply with the minimum control measures under the SWMP to include, but not limited to:

- Construction site storm water run-off control.
- Pollution prevention/good housekeeping.
- Best Management Practices (BMP's) include, but are not limited to:
 - Practicing spill prevention and good housekeeping.
 - Installing and managing erosion and sediment control.
 - Adhere to vehicle tracking controls in place and ensure vehicle tracking onto roadways is promptly cleaned up.

Subcontractors are responsible for all costs related to replacing stormwater pollution controls when damage is caused by subcontractor activities.

T. INFECTION CONTROL (Health Care Facilities)

When working in a health care setting, Subcontractor personnel must attend an Infection Control Risk Assessment (ICRA) training session prior to the start of applicable phase of the project. Subcontractor employees who do not attend will be removed from the project.

- Subcontractors will be required to collaborate with Contractor, health care facility's infection control, safety, and facilities management personnel and will participate in meetings and area

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walk-through inspections to develop, as required, ICRA plans, Methods of Procedures, and Facility Disruption Event forms.

- For any and all construction activities that affect normal/daily hospital operating procedures or "tie into" health care mechanical, electrical, or plumbing systems, subcontractors will be required to submit, two weeks prior to beginning of the work, Contractor's "Facilities Disruption Event" and "Method of Procedure" forms for approval by both Contractor and the health care facility.
- Subcontractors are responsible for properly using ICRA barriers as planned and adhere to the ICRA protocols/permits approved by health care facility including but not limited to hard and soft ICRA barriers, exhaust fans, negative air machines, HEPA filters, entry and exit doors, ante rooms, etc.
- Subcontractors will be required to wipe down, cover or seal all tools, equipment, and materials as necessary, as well as vacuum off personal clothing when leaving infection control areas.
- Subcontractors will be required to provide their own infection control required personal protective equipment (booties, disposable jump suits, etc.), HEPA (High Efficiency Particulate Air) filtered vacuums, Mobile Containment Units (MCU's)/enclosed containment units, smoke eaters, covered trash containers, clean carts, emergency clean-up kits, and any "clean wipes" required for tools, equipment, and materials.

U. PERSONAL PROTECTIVE EQUIPMENT

- Hard hats are to be worn 100% of the time, through all phases of construction. Hard hats shall be worn correctly. Equipment operators working outside of the equipment are required to wear hard hats 100% of the time.
- Clothing/long pants and a shirt are to be worn. No shorts, tank tops, or any inappropriate articles of clothing can be worn. If someone is wearing anything that Contractor finds inappropriate, they will ask the individual to remove/cover the article. If they cannot or refuse to do so, they will be removed from the site.
- Substantial leather full height footwear/boot will be worn. "Gym Shoe" style work shoes are not permitted.
- Hearing protection will be required in accordance with OSHA standards.
- Eye protection must be worn 100% of the time. Face protection is required during overhead drilling or cutting, chipping, welding, burning, mixing or working with cleaners, or grinding. Eye and face protection must meet applicable ANSI requirements.
- Minimum requirement for high visibility garments: ANSI Class II High Visibility Garments are required 100% of the time, through all phases of construction.
- Gloves alone do not prevent all hand injuries. Careful planning, situational awareness, and proper work methods must be employed to eliminate risk of injury. Wearing the proper gloves are likely to reduce the severity of injury, even if they are not 100 percent effective in preventing injury. Appropriate gloves are required where employees may be exposed to:
 - Chemical skin absorption
 - Cuts, abrasions, or lacerations
 - Punctures
 - Chemical or thermal burns
 - Frostbite
- Subcontractors are required to wear hand protection at all times, except when wearing gloves is perceived as a greater risk or limits the dexterity required for a task. Exceptions must be

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identified and accepted on the JHA by a Contractor safety professional or superintendent prior to deviation from this policy. Before the work is performed, acceptance of this deviation must be noted by the foreman or supervisor for the worker on the JHA and Pre-Task Plan for the applicable activity. Hand protection need not be worn during meals and breaks provided that the area is free from items or tasks that pose a risk to hand injury.

- If respirators are required, the Subcontractor must be in compliance with all applicable OSHA standards. When the use of respirators is required, proof of appropriate fit testing and training will be submitted by each subcontractor, upon Contractor's request.

Each subcontractor is solely responsible to supply their employees with Personal Protection Equipment (PPE).

V. LADDERS AND STAIRWAYS

- Ladders must have nonconductive side rails. Aluminum ladders are not permitted on jobsites.
- Damaged ladders must be removed from service.
- A stairway or ladder must be provided at all worker points of access where there is a break in elevation of nineteen (19) inches or more and no ramp, runway, embankment, or personnel hoist is provided.
- When there is only one point of access between levels, it must be kept clear to permit free passage by workers.
- Except during construction of the actual stairway, stairways with metal pan landings and treads must not be used where the treads and/or landings have not been filled in with concrete or other material, unless the pans of the stairs and/or landings are temporarily filled in with wood or other material.
- Extension ladders must extend three (3) feet above the landing or have a grab bar provided.
- Each subcontractor shall provide ladder training for all employees using ladders.
- Stairs and platforms must be used to provide access to office, equipment and material storage trailers
- Stairways must be kept free of flammable materials, stored materials or debris.

W. SCAFFOLDS

All scaffolds shall be erected, used, and dismantled in accordance with OSHA's Subpart L or any job site specific rules.

Each subcontractor must have a person designated as the "Competent Person" (as defined by OSHA) to assure compliance with all requirements for scaffolding. No scaffold shall be erected, moved, dismantled, altered, or work performed from any scaffold except under the supervision of the competent person. All scaffolds must be erected in accordance with manufacturer's specifications and requirements.

Below are key elements:

- Scaffold will be erected to include proper ladder or stair access, guardrails, toe-boards in all locations where materials are placed and decked fully. Rolling scaffold will be equipped with brakes on all casters and a diagonal brace for mobile scaffolds other than baker scaffolds.

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- An identified competent person(s) will inspect scaffolds daily and provide copies to the Contractor's project team and will supervise all erection and dismantling operations. The competent person for scaffold erection and dismantling must determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. Employers are required to provide fall protection for employees erecting or dismantling supported scaffolds where the installation and use of such protection is feasible and does not create a greater hazard. Red "STOP" and Green "GO" tags will be placed at each access point so users will know if the daily inspection has been conducted. Each tag must have the day's date and signature of competent person.
- It is the responsibility of each subcontractor using shared scaffolding systems to inspect scaffolding systems by their respective competent persons.
- All scaffolds exceeding a height to minimum base dimension ratio of 4:1 will be secured. Anchoring, guying, tying off or bracing of scaffolds must be affixed to structurally sound components. It is crucial that ties be properly attached and able to carry both tension and compression loads.
- All scaffolds installed on concrete or solid floors must have the manufacturer provided base plates for that system installed.
- When scaffold plastic/wood sheeting is deemed necessary to allow for the protection of workers, the work being performed, or any area adjacent to the scaffold system, the plastic/wood sheeting will only be installed by the company responsible for erecting the scaffold. The OSHA standard requires that "Work on or from scaffolds is prohibited during storms or high winds unless a competent person has determined that it is safe for employees to be on the scaffold and those employees are protected by personal fall arrest system. Wind screens shall not be used unless the scaffold is secured against the anticipated wind forces imposed." It is the responsibility of the Subcontractor to ensure that the addition of a tarp or sheeting to a scaffold does not overload the scaffold. The addition of a tarp or other sheeting material would add lateral loads to the scaffold, which may not have been accounted for in its design. Under OSHA standards, such an addition would therefore be "an occurrence which could affect a scaffold's structural integrity," requiring a competent person to inspect it and make an assessment. Subcontractor will not install scaffold plastic/wood sheeting on any scaffold system that was not erected by Subcontractor. All scaffold sheeting must be installed in accordance with OSHA standards and inspected daily along with the scaffold system.
- Employees using, erecting or dismantling scaffolds shall be appropriately trained.
- Fall protection is required when erecting, moving, or dismantling scaffolds that are higher than six (6) feet.
- Cross bracing cannot be used as access to scaffolds, proper access is required.
- Subcontractors using scaffolds shall adequately guard, barricade or protect areas located below the scaffold.
- Do not mix components from differently branded scaffolding systems.
- Castor brakes are to be applied at all times while the mobile scaffold is stationary.
- Scaffold is not to be moved while workers are on the scaffold work platform.

X. FALL PROTECTION

Subcontractors will comply with the fall protection requirements as outlined in this section. Key elements include:

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- Unattended floor openings must be covered with planking or sheathing strong enough to support the intended load. The cover must be suitably marked and secured. Instead of a cover, guardrails, mid-rails and toe-boards may be installed.
- When working at heights greater than six (6) feet, fall protection must be used. Acceptable methods include safety nets, guardrails or personal fall arrest systems. Safety monitors are not an acceptable form of fall protection. Safety belts are NOT acceptable for fall arrest; a harness must be worn when using fall arrest equipment. Regardless of height, if a worker can fall into or onto dangerous machines or equipment (such as a vat or acid or a conveyor belt), Subcontractor must provide guardrails and toe-boards to prevent workers from falling and getting injured.
- Subcontractor's employees exposed to a fall hazard must provide certification of training by their employer when requested by Contractor.
- Subcontractor shall provide OSHA or state-equivalent guardrail at open-sided floor, deck platform or working surface when six (6) feet or more above adjacent floor or ground level.
- Guardrail cables and guard rail systems are not to be used as attachment points for fall arrest or restraint unless the Subcontractor accepts the responsibility for the design, installation and inspection and all other applicable requirements.
- If a subcontractor needs to remove a guardrail, the Subcontractor is required to obtain permission from Contractor. The Subcontractor is solely responsible for implementing temporary measures used to protect their own employees and others working in the surrounding areas.
- Subcontractor work that necessitates the use of either "Controlled Access Zones" or a "Fall Protection Plan" are required to submit those plans to Contractor prior to beginning work.
- Fall protection plans shall include rescue methods to be deployed in the event of a fall. Employees performing rescues must be trained in the identified rescue methods.

Y. STEEL ERECTION

- All steel erection activities shall be in compliance with 29 CFR 1926 Subpart R (with the exception of fall protection). See fall protection section.
- A written site-specific erection plan (to include fall protection) shall be submitted to Contractor prior to the start of work. When special or unusual hazards will be encountered (i.e., work over existing structures, near overhead utilities or water), the Subcontractor will clearly address the hazards in a site-specific erection plan. In addition, the Subcontractor will outline provisions for the following:
 - Plan for accessing elevated work levels;
 - Plan for securing items overhead;
 - Plan for controlling access into the erection area;
 - Fall protection plan including rescue procedures.
- Contractor's "Authorization to proceed with Steel Erection" form must be completed with the steel erector prior to commencement of steel erection.
- Multiple lifts of structural members must be done in accordance with Subpart R and crane manufacturer's requirements. The maximum number of allowed pieces per lift is five (5).
- If work is performed within or adjacent to occupied structures, the Subcontractor will be required to make provision for fire protection, and safe removal of all welding fumes from the building. The method shall be submitted to Contractor prior to the start of the work and will be the Subcontractor's responsibility to implement and manage.

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Z. FIRE PROTECTION AND HOT WORK PROCEDURES

Daily, before any burning, welding, brazing, soldering or any other hot work is conducted, a Hot Work Permit must be obtained from the Contractor's project team. Terms of the permit must be adhered to.

- All welding and burning work shall be done in accordance with OSHA standards and industry best practices. The movement, storage, and use of cylinders shall be done in accordance with OSHA standards.
- All personnel using gas welding or burning equipment will be fully trained in the use and maintenance of the equipment.
- At minimum, a 10-pound dry chemical ABC fire extinguisher must be within twenty (20) feet of any burning or welding operation. This fire extinguisher is provided by the Subcontractor performing the work.
- A fire watch must be present during, and for no less than thirty (30) minutes after the completion of the work.
- All containers must be FM approved or UL listed. The container must have a self-closing lid and a wire mesh flame arrester. If the can is damaged, it is to be removed from site.
- In accordance with the Hazard Communication Standard, containers will be clearly marked showing the contents, hazard level and any special use or handling requirements.
- Flammable liquids will not be stored within enclosed structures, i.e., building under construction, storage trailers, tool sheds, in stairways or building exits/entrances.
- Observe all NO SMOKING or NO OPEN FLAME signs.
- Fire extinguishers which are provided by Contractor are available for general use. They are generally located at entrances, stair wells, and on each floor. If a fire extinguisher is used, return it immediately to the project trailer to replace it with a fresh one.
- Do not place material in front of, or block extinguishers from view.

AA. TEMPORARY HEAT

- Fresh air shall be supplied in sufficient quantities to maintain the health and safety of employees. Where natural means of fresh air supply is inadequate, mechanical ventilation shall be provided.
- Heaters used in the vicinity of combustible tarpaulins, canvas, or similar coverings shall be located at least ten (10) feet from the coverings. The coverings shall be securely fastened to prevent ignition or upsetting of the heater due to wind action on the covering or other material.
- When heaters are used in confined spaces, special care shall be taken to provide sufficient ventilation in order to ensure proper combustion and maintain the health and safety of employees.
- Solid fuel salamanders are prohibited.
- Every heating unit must have a fire extinguisher immediately available.
- Never leave an operating heater unattended during non-working hours.

BB. ASBESTOS

- Subcontractors that perform work where there is a potential for employees to come into contact with asbestos containing material must complete the required asbestos awareness training prior to commencement of work activities.

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- Subcontractor must notify Contractor if any material containing asbestos is encountered during performance of the Subcontractor's Work.
- Subcontractor is prohibited from storing or installing any equipment or material containing asbestos on the project site.
- Subcontractor is solely responsible for the prevention of asbestos containing material or equipment to be installed as part of its Work.

CC. HAZARDOUS MATERIAL

- Subcontractor must notify the Contractor if any Hazardous Material is encountered during performance of Subcontractor's Work.
- Subcontractor is prohibited from distributing, removing or storing of any equipment or materials deemed to contain hazardous material, unless required by the Contract Documents.
- Subcontractor is solely responsible for prevention of hazardous materials being installed as part of its Work.
- Subcontractor is responsible for all disposal of chemicals and containers used in the construction of their work on this project. Subcontractor will provide to the Contractor OSHA-required Master Chemical and Substance Inventory Lists including all safety data sheets (SDS) on all chemicals before delivered to the jobsite.

DD. ELECTRICAL

- All electrical tools and equipment will be properly grounded. Absolutely no defective tools may be used on site.
- Extension cords are allowed to be used on a temporary basis only, and in conjunction with a GFCI. All extension cords must be twelve (12) gauge or larger and rated for hard usage.
- Portable Class A ground fault circuit interrupters are required when using any portable and held power tool.
- When working on or near live electrical components the following practices are required:
 - No conductive clothing or jewelry can be worn.
 - Tools must be properly insulated.
 - Subcontractor's employees must be qualified to work on or near live equipment.
 - Exposed electrical components that could be a potential shock hazard to others in the area must be posted with a warning sign and barricaded.
 - Permit for energized electrical work must be completed and submitted to the Contractor prior to commencement of energized work. beginning.
- Only properly trained and qualified personnel shall perform electrical work.
- Subcontractor's written Lockout/Tagout/Tryout procedure must be on site and followed.

EE. EQUIPMENT AND TOOLS

- Subcontractor's personnel must have proper training prior to tool use.
- Internal combustion-driven equipment cannot be used inside the building unless adequate ventilation is provided and approved by Contractor.
- All construction vehicles such as dump trucks, ready mix rigs, earth movers, forklifts, etc., must be equipped with audible alarms that sound a continuous warning as the vehicle is backing up.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Seat belts must be used as required.
- Cell phone use is prohibited while operating tools or equipment.
- All forklift operators must be trained and certified to operate the forklift. A certification card or some other means of training documentation must be with the operator at all times.
- Pneumatically powered tools must be secured to the hose.
- Loaded equipment must never be left unattended.
- All power equipment and machinery must be shut down when not in use; never leave machinery running unattended.
- Any machine part, function, or process, which may cause injury, must be guarded.
- Where the operation of equipment or machines have the potential to contact employees, structures, or the public in congested/tight areas, the hazard must be either controlled or eliminated by the use of spotters.
- Inspect all equipment and tools before each work shift for defects or damage. Damaged or defective equipment or tools must be removed from service by tagging "Do Not Use" or physically removing from the jobsite.
- All of Subcontractor's employees operating any lift equipment must be able to provide proof of training if requested.
- When work is being performed overhead, Subcontractor shall provide suitable barricades to protect the area below.
- Subcontractor's personnel must be knowledgeable with the capacity and operational limitations of any elevated work platform.

FF. CRANES AND RIGGING

- The Subcontractor in charge of the crane shall ensure that the capacity, ground conditions, and all other conditions are acceptable, and if are not, shall notify Contractor's project team with their proposal to implement any corrections or necessary modifications.
- Cranes must have a current annual inspection. If the inspection certificate expires while the crane is on site, it must be re-inspected. Documentation of the inspections shall be submitted to Contractor upon request.
- Crane operator's certifications must be submitted to the Contractor's project team and be available for inspection at all times.
- Subcontractors may be required to participate in "Pre-Lift" meeting at which time full cooperation is expected. The Subcontractor must be prepared to discuss lifting procedures, crane selection and capacities, rigging, load weights and configuration and other pertinent items.
- The swing radius of the crane must be barricaded or otherwise guarded.
- Only one person is to signal the crane operator at a time (hand signals, radio, hard line, etc.). Subcontractors are responsible to provide a qualified signal person.
- Loads shall be tag-lined, unless the use of the tagline would pose a greater hazard.
- Cell phone use is prohibited while operating a crane.
- Subcontractors must provide acceptable means of communication (i.e. radios) between signal person and crane operator for operations under their control.
- When overhead utilities are present, sufficient clearance distances must be maintained in accordance with OSHA.
- A critical lift plan shall be completed and submitted to Contractor anytime:
 - Two (2) or more cranes are used to make a lift;

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- When load weight exceeds 75% of the load chart (at the specific boom angle and radius);
- Any lift involving lifting employees in a personnel basket;
- Any lift the Contractor's project team believes would require additional safety considerations.

GG. PERSONNEL BASKETS

The use of a crane to lift personnel MUST be a last resort operation. The feasibility of the use of personnel lifts, scaffolds, etc., must be reviewed prior to using a crane as a personnel lift. In the event that a personnel lift must be made on a Contractor project, the Director of Environmental, Health and Safety must approve the operation, and must review all steps prior to the operation beginning.

HH. RIGGING AND MATERIAL HANDLING

- Subcontractor is responsible to provide qualified riggers. Training documentation shall be made available upon request.
- Rigging shall be inspected prior to use and as necessary throughout the course of the day.
- If any rigging is found to be worn or damaged, it shall be removed from service immediately. Each subcontractor is responsible for complying with rigging requirements set forth by OSHA and rigging manufacture.
- Rigging equipment should never be used beyond its rated capacity.
- Stacked materials are to be kept neat and orderly. Materials shall be stacked in a manner to prevent tipping, falling, shifting or rolling.

II. CONFINED SPACE ENTRY

- Personnel may not enter permit-required confined spaces without a confined space entry permit.
- Personnel must be trained in confined space entry procedures, as well as related procedures (e.g., use of respirators) prior to working in confined spaces and must utilize their company's confined space entry permit.
- Subcontractor must have industrial hygiene atmospheric monitoring equipment available.
- Subcontractor must have rescue/retrieval equipment available at point of entry. Workers must provide training records.
- Subcontractor shall conduct air monitoring of any confined space to determine if the space is a permit-required confined space.
- Subcontractor shall coordinate entry operations with the Contractor's project team.
- Subcontractor shall inform the Contractor's project team of the permit space program that will be utilized.
- Subcontractor shall hold a debriefing conference at the completion of the entry operation or during the entry operation, if needed, to inform Contractor of any hazards confronted or created.

JJ. CONCRETE AND MASONRY

- All concrete, masonry or other silica-generating cutting process must be done with wet-methods. Dust control measures (engineering or other controls) are to be implemented for all other silica and dust generating operations.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Grinding silica will be conducted as to not expose surrounding employees and existing facilities to elevated levels of silica and respirable dust.
- Subcontractors (or masonry subcontractor when applicable) are responsible for notifying Contract or of any changes or modifications to anchor bolts and any issues related to concrete strength or performance.

KK. TRAFFIC AND PEDESTRIAN CONTROL

- Work on or adjacent to roadways must be conducted in accordance with state statutes and the current version of the Manual of Uniform Traffic Control Devices (MUTCD).
- Certified flagger control must be provided in accordance with state requirements.
- Signs and barricades must be removed immediately when no longer applicable or required.

LL. TRENCHING AND EXCAVATIONS

- Any penetration of ground requires a Dig Permit from the Contractor's project team. Penetration of the grounds includes, but is not limited to, trenching, excavating, digging, directional boring, tree spades, tent staking, fence posts, or sign installation (temporary or permanent). The Subcontractor that will be performing any ground penetrating activity is responsible for requesting and obtaining authorization and a permit from the Contractor's project team prior to engaging in any ground penetrating activity. The purpose of the Dig Permit is to prevent injury to any individual performing ground penetrating activity as well as injury to third party persons, and avoid damage to utilities.
- Pits, trenches, and other excavations shall be shored/shielded, protected or sloped to the OSHA required angle of repose, barricaded, and provided with proper access within twenty-five (25) feet of workers.
- A "competent person" meeting the OSHA definition will be available at all times to oversee any work involving trenching and excavating.
- The manufacturers tabulated data will be readily available for the trenching protection system to be used.
- Subcontractor employees are prohibited from entering for any purpose any trench, excavation, or pit, which is not protected by an approved method, and with approved egress.
- Spoil piles shall conform to OSHA requirements at all times.
- Employees are prohibited from working in close proximity, or under any load, with excavation equipment, which is proceeding.
- Equipment and materials shall not be parked or stored so as to increase the possibility of soil failure of a trench or excavation.
- Subcontractor is responsible for protecting excavations six (6) feet or more in depth from falling by guardrail systems, fences, or barricades.
- Wells, pits, shafts, and similar excavations six (6) feet or more in depth shall be protected from falling by guardrail systems, fences, barricades, or covers.
- Subcontractor is responsible to positively identify any and all subsurface lines, piping or equipment, which could be damaged by excavation. No excavation work is permitted until all of the following underground utility damage prevention activities are performed:
 - Check to see if the One Call Ticket(s) is current (check ticket number and a copy must be with subcontractor foreman and/or the excavator).

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Check to see if One Call locates have been completed (look at due date).
- Check to see if all listed stakeholders have responded to the One Call locate request and the contact information is available for every stakeholder on the project.
- Make sure you have a detailed field sketch of the survey marks to protect them and document the response to the locate request.
- Check to see if the locate marks have been disturbed, moved or destroyed.
- Check for critical facilities on site including restriction on excavation, encroachment permits and notify the appropriate stakeholders, if required (excavation in and around some critical and hazardous facilities require an inspector on site to ensure the integrity of the systems during the excavation process; prior notice is often required on gas, oil, high voltage and some communication systems).
- Check to see if the physical conditions, surface utility structures, risers, pedestals, previous markings and job site work plan match and confirm the marks (if not, or if marks look disturbed, request a remark).
- Check for any privately-owned facilities which may not participate in the One Call ticket system, but which may exist, e.g., lighting, landscape lights, irrigation, sprinkler systems, power outlets and septic systems. If any evidence is found, contact the owner, the engineer and wait until the systems have been located and marked.
- Check for any new construction, utility trenches or evidence of new utility installations.
- Check to see if all services and utility laterals have been located, identified and marked. If not, make sure the laterals are marked prior to commencing work, add the information to the site plans by notifying Contractor's project team.
- Check the prints and verify all the utilities shown on the plan agree with the mark outs.

MM. POTABLE WATER

- Subcontractors must supply adequate supply of potable water to their employees.
- Portable containers used to dispense drinking water shall be capable of being tightly closed and equipped with a tap. Water shall not be dipped from containers.
- Any container used to distribute drinking water shall be clearly marked as to the nature of its contents and not used for any other purpose.
- The common drinking cup is prohibited.
- Where single service cups (to be used but once) are supplied, both a sanitary container for unused cups and a receptacle for disposing of the used cups shall be provided.

Revised 2.13.2018

BID REQUIREMENTS

CONSTRUCTION SCHEDULE

(Attachment "D")

The estimated dates of construction are September 6, 2021, through March 11, 2023.
The Site Logistics Plan will be published in a Bid Package Amendment, prior to August 6, 2021.

BID REQUIREMENTS

SITE LOGISTICS PLAN

The site is located at the Southeast Corner of Rock Creek Road and West 24th Avenue, Norman, Oklahoma.

The Site Logistics Plan will be published in a Bid Package Amendment, prior to August 6, 2021.

BID REQUIREMENTS**CONTRACT DOCUMENT LOG**

(Attachment "F")

Civil

C-001 (GENERAL NOTES AND LEGEND 7/26/2021

C-501 (CIVIL DETAILS 7/26/2021

Civil Demolition

CD101 (DEMOLITION PLAN 7/26/2021

Civil Grading

CG101 (SITE GRADING PLAN 7/26/2021

CG201 (EROSION CONTROL PLAN 7/26/2021

CG501 (EROSION CONTROL DETAILS 7/26/2021

Civil Site

CS101 (OVERALL SITE PLAN 7/26/2021

CS102 (ENLARGED SITE PLAN 7/26/2021

Division 01 - General Requirements

011000 SUMMARY 7/26/2021

012500 SUBSTITUTION PROCEDURES 7/26/2021

013100 PROJECT MANAGEMENT AND COORDINATION 7/26/2021

013300 SUBMITTAL PROCEDURES 7/26/2021

014000 QUALITY REQUIREMENTS 7/26/2021

014200 REFERENCES 7/26/2021

015723 TEMPORARY STORMWATER POLLUTION CONTROL 7/26/2021

016000 PRODUCT REQUIREMENTS 7/26/2021

017300 EXECUTION 7/26/2021

017700 CLOSEOUT PROCEDURES 7/26/2021

017823 OPERATION AND MAINTENANCE DATA 7/26/2021

Division 22 - Plumbing

221113 FACILITY WATER DISTRIBUTION PIPING 7/26/2021

221313 FACILITY SANITARY SEWERS 7/26/2021

Division 32 - Exterior Improvements

311000 SITE CLEARING 7/26/2021

BID REQUIREMENTS

CONTRACT DOCUMENT LOG

(Attachment "F")

312000	EARTH MOVING	7/26/2021
321216	ASPHALT PAVING	7/26/2021
321723	PAVEMENT MARKINGS	7/26/2021
321726	TACTILE WARNING SURFACING	7/26/2021
Division 33 - Site Utilities		
334100	STORM UTILITY DRAINAGE PIPING	7/26/2021
General		
G-002	COVER SHEET - BID PACKAGE 2	7/26/2021
G-011	SHEET INDEX -BID PACKAGE 2	7/26/2021
Survey/Mapping		
V-001	ORIGINAL SURVEY	7/26/2021



BID REQUIREMENTS

OKLAHOMA PUBLIC SUBCONTRACT AGREEMENT SAMPLE



BID REQUIREMENTS

PURCHASE ORDER AGREEMENT SAMPLE

PURCHASE ORDER AGREEMENT



25 North Cascade Avenue, Suite 400, Colorado Springs, Colorado 80903, Telephone (719) 473-5321, Fax (719) 473-5324, <http://www.gejohnson.com>

To: COMPANY ADDRESS CITY, STATE, ZIP CONTACT: Phone: Fax: E-Mail: AGREEMENT DATE: SHIP VIA: (SEE PARA.3) TO G.E. JOHNSON CONSTRUCTION COMPANY, INC., AT AND FOR THE PROJECT DESCRIBED AS: Project Name: Project Location: Owner: Architect/Engineer: NOTE: The number below must be referred to in all correspondence, invoices, and papers related to this order. No.

FREIGHT TERMS FOR JOBSITE (SEE PARA. 4)

DISCOUNT TERMS (SEE PARA. 5)

IMPORTANT: DELIVERY OF THIS ORDER MUST BE ACCOMPLISHED BY:

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE VENDOR NAMED ABOVE AND G.E. JOHNSON CONSTRUCTION CO., INC., HEREIN KNOWN AS VENDEE OR CONTRACTOR, THE DAY AND YEAR HEREINAFTER WRITTEN. **WITNESSETH**, THAT FOR THE CONSIDERATION TO BE PAID BY THE VENDEE AS HEREINAFTER SET FORTH AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE VENDOR AGREES TO FURNISH, SUPPLY, AND DELIVER THE GOODS AND/OR SERVICES DESCRIBED BELOW IN COMPLETE ACCORDANCE WITH THE GOVERNING CONTRACT DOCUMENTS, INCLUDING ANY ADDENDA OR AMENDMENTS THERETO, FOR THE VENDEE'S USE AND/OR INCORPORATION IN THE ABOVE CAPTIONED PROJECT ("CONTRACT DOCUMENTS"), TO WIT:

Furnish complete as required all , in accordance with the plans and specifications for , dated , as prepared by including Addendum (a) .

Included is all work under Specification Section(s) , to the satisfaction of the Owner, Architect and General Contractor.

Without limiting the scope of work as provided above, your attention is specifically called to the following items. These items are herein made a part of this Agreement and all items are to be the responsibility of the Vendor, unless noted otherwise.

A. Attachment "A" –

STANDARD CONDITIONS. IN ADDITION TO THE FOREGOING PROVISIONS, THE PARTIES HERETO ALSO AGREE AS FOLLOWS:

- Vendor warrants that the prices charged in connection with this order conform to all applicable government regulations. Vendor further warrants and agrees to defend and hold harmless the Vendee from and against all suits or claims arising herefrom for infringement of any patent rights held or alleged to be held by others. Indemnity: Vendor shall indemnify and hold harmless Contractor and Owner, and their respective directors, officers, shareholders, partners, members, agents and employees, from and against any and all claims brought by any person or entity, loss, damage, liability, costs, charges or expenses, including attorney's fees, directly or indirectly resulting from or arising out of a) Vendor's performance or nonperformance under this Agreement; b) the activities of Vendor or any of its officers, agents or employees while engaged in performing any work to be done under this Agreement; c) injuries occurring before or after completion of the project, for personal injury or death, or damage to property, caused or contributed to by the negligence or other act or omission of Vendor. No indemnity will be provided against claims, demands or liability that arise from the sole negligence or willful misconduct of the party to be indemnified under this indemnity provision.
- Vendor acknowledges Vendee's status as a consumer. If a sales tax or use tax is applicable to the purchase hereunder, Vendee agrees that such tax will be set forth as a separate item for billing purposes. Vendor agrees to accept full and exclusive liability for the payment of all applicable sales, use or similar taxes, transportation taxes, and all contributions and taxes for Unemployment Insurance or F.I.C.A. benefits, annuities or pensions now or hereafter imposed by the United States or any state or governmental subdivision thereof or labor organization, measured by the wages, salaries or other remuneration paid persons employed by Vendor for the purpose of performing under this Agreement, and Vendor further agrees to comply with all rules and regulations applicable thereto. In the event Contractor is held liable to pay any such taxes or contributions, Vendor agrees to supply Contractor with all records necessary to compute the same and to fully reimburse Contractor upon demand for the amount thereof (including penalties and interest) paid by Contractor, and Contractor shall have the right to deduct any amount so paid from any sums due Vendor hereunder.
- Unless otherwise stipulated on the face of this Agreement, Vendor shall designate shipping routes and methods (subject to other provisions hereof) and shall be fully responsible for selection of the most expeditious and reliable means of accomplishing delivery to destination according to the terms hereof. While Vendor will not be responsible for shipping delays of a general or industry-wide nature such as general transportation strikes, embargoes, acts of God, or national emergencies, Vendor agrees to exercise all due diligence to anticipate and mitigate the effect of such delays and shall extend full cooperation to Vendee in the recovery and re-routing of such shipments when and as required to meet critical delivery schedules.
- Unless otherwise stipulated on the face of this Agreement, terms shall be F.O.B. jobsite, freight prepaid. At Vendee's option a minimum handling charge of \$25.00 may be assessed against Vendor to partially defray the additional clerical expense necessary upon the making of separate disbursements and obtaining verification of payment from third parties where shipments have been made on a "freight collect" basis.
- Vendor acknowledges right of Vendee to cash discount terms for prompt payment of invoices under this Agreement equally favorable to those terms granted other trade customers of Vendor. Vendor warrants that such equally favorable terms have been offered or have been inserted herein at the time of execution of this Agreement. Where discount terms have not been stipulated in the space provided above, Vendor shall insert terms according to the foregoing or, in the event of his failure to do so, Vendee shall have the option to apply the cash discount terms normally in use for the type of goods covered by the order. Vendor further agrees that any cash discount may be taken by Vendee on the 10th or 25th of the month, whichever date next succeeds date of receipt of invoice in Vendee's office. In the event invoice to be discounted is for goods deemed by Vendee to require confirmation of delivery to jobsite in sound condition, Vendor further agrees that the discount terms may be extended to provide reasonable time, not to exceed five (5) days (Saturday, Sunday, and holidays excluded) to permit Vendee to secure such confirmation from field sources. On any order for which Vendor does not grant a cash discount, the payment terms hereof shall be the same as those applying to the Vendee under the prime contract.

6. The Vendor shall submit to the Vendee an invoice in a manner acceptable to the Vendee, and the invoice is to be in the Vendee's office no later than the 25th of the month for which the goods and/or services represented by the billing are performed. Invoices not received by the 25th of the month will not be included in the current billing to the Owner and will be held for processing at the end of the following period. In no instance shall invoices rendered for goods hereunder be regarded as due until five (5) days following receipt of payment therefor to Vendee by the Owner. Payment of said price shall be made by Contractor to Vendor as payment is received by Contractor from the Owner. Invoices shall be presented to Contractor by Vendor monthly as material is delivered to the jobsite. Thereafter, within five (5) days after payment is received by Contractor in accordance with its contract for such work, it shall pay a like amount as that allowed to Contractor for work done under this Agreement. However, in making such partial payments, there shall be retained by Contractor _____% of each payment. Such retention will be due and payable within five (5) days after completion and acceptance of all work Contractor has contracted to perform in connection with said project and following Contractor's receipt of final payment in full from the Owner. Vendor further agrees that no payment hereunder shall be considered due until and unless delivery of the goods for which invoices are rendered has been accomplished in a satisfactory manner and in full compliance with the terms hereof.
7. Vendor acknowledges and warrants that payment by Vendee, under this Agreement, is conditioned upon timely delivery to the Vendee of goods fully complying with the Contract Documents in sound, usable, and acceptable condition. Nothing in this Agreement shall be construed or act to create a contractual relationship between Vendee and any shipper of goods hereunder. It shall be the Vendor's sole responsibility to arrange for delivery of goods without liability to the Vendee.
8. Should any dispute arise between the parties to this Agreement concerning any provision of this Agreement, including without limitation enforcement, performance or interpretation, Vendor and Vendee agree that any legal action seeking to resolve such dispute shall be filed and heard in the El Paso District Court in Colorado Springs, Colorado.
9. When this Agreement covers goods and/or services to be used and/or incorporated in projects governed by prime contracts with the United States Government, all applicable clauses affecting manufacturers and suppliers shall be, and hereby are adopted and incorporated herein, by reference and shall have the same force and effect as if recited herein in full. Where applicable, Vendor may be required to furnish copies of purchase orders for manufactured or fabricated items purchased in connection with this Agreement from third parties for delivery to this project without further processing by the Vendor. Vendor further agrees to extend full cooperation to Vendee in the preparation and submission of any claims involving the goods and/or services under this Agreement.
10. Time is of the essence in this Agreement. The Vendor, having stated or acknowledged the required delivery date or dates, shall be responsible for the necessary execution of orders, planning, scheduling, correlation of documents, preparation, submission, and approval of shop drawings, samples, schedules, templates coordinating, and expediting of shipping procedures and shall do all things necessary to guarantee delivery of this order by the stipulated date or dates. Vendor agrees to exercise due diligence and to cause each of his authorized agents or representatives to exercise due diligence in executing and processing this order in all of its terms. Vendor agrees to keep the Vendee fully informed as to the delivery status of the materials, goods, or services as represented by this order and to advise the Vendee, in writing, of any delay, circumstance, or development in the execution, processing, or shipment of this order which may impair his ability to meet the required delivery date or dates of which may otherwise affect the discharge of his obligations under this Agreement. Should the Vendor fail in this, or in any of the other requirements of the Agreement, Vendee may, at its option and in its sole discretion, modify or cancel this order upon three (3) days written notice to the Vendor, and Vendee may place or replace the order, in full or in part with others, all without prejudice to any other right or remedy it may have. Vendor acknowledges liability for damages to the Vendee resulting from the Vendor's failure to perform in a timely manner. In any determination of damages directly attributed to failure or deficiency in the performance of the Vendor, it is agreed that Vendee shall recover all damages it may sustain, as well as all costs and attorney's fees which may arise from the enforcement of and suit for damages under this Agreement. Vendee agrees to make no claim for damages against the Vendor for delays not brought to the attention of the Vendor, in writing, within a reasonable time after said delays have become known to the Vendee at its home office. In the event the Vendor is delayed in the performance of his obligations under this Agreement, by any circumstances beyond his control, and for which the Owner grants time extensions, he hereby agrees to notify the Vendee immediately by filing a written request with Vendee's home office for an extension of time within two (2) days of the date on which the delay first occurred; otherwise he shall waive any future claim with respect to such delay. Vendee will promptly relay any such request deemed valid to the appropriate authority but shall not be responsible for its acceptance, nor shall this agreement be construed in any way to require acknowledgement by the Vendee of any cause for delay not accepted by cognizant authority.
11. The Vendee shall have the right, and such right is acknowledged, to withhold a fair and equitable amount from any payment due hereunder pending satisfactory settlement of any claims against the project or against the Vendee by third parties for the account of the Vendor, or for disputes involving the Vendor and other vendors or Subcontractors, wherein the Vendee is directly or indirectly an interested party. It is further agreed that the Vendee may withhold a fair and equitable amount from any payment due hereunder pending satisfactory settlement of any charges, expenses, or costs incurred as a result of failure of the materials, goods, or services represented by this order to fully meet the requirements of the plans and specifications. It is further agreed that the Vendee may withhold payment on this order without Vendor's claim for payment or security on the project if Vendor shall fail to honor any representations or warranties, expressed or implied, as to the materials furnished under any Agreement between the parties.
12. Shop drawings, samples, templates, operating manuals, schedules, and color selections, or other items as required by the contract documents, shall be submitted promptly and in sufficient number to provide adequate information to all interested parties. Approval of the drawings by the Architect/Engineer, or by G.E. Johnson Construction Co., Inc., shall not alter the requirements of the original plans and specifications for quality, quantity, finish, or dimension. The cost of drawings, tests, samples, and field measuring is included in the amount of the Agreement. The cost of altering or reworking any fabricated items not conforming to approved drawings shall be Vendor's responsibility.
13. Any proposed substitution of materials, equipment, or methods of fabrication from those shown or specified in the contract documents shall be approved in writing by the Architect/Engineer, Owner, and by the Vendee. If any such substitution involves changes in the work of the Vendee or others from that required by the original item, and such change has not been brought to Vendee's attention, in writing, prior to the date of this Agreement, the cost of any such change shall be borne by the party making the substitution. Any time before final acceptance of the material, Contractor shall have the right to order any changes and/or alterations, but no such changes and/or alterations shall be made, and no payment therefor shall be made, unless the changes and/or alterations are ordered by Contractor in writing. Vendor shall disclose only to Contractor all prices or quotations on the cost of the contemplated changes and/or alterations.
14. In general, and subject only to the provisions hereof, the Vendor shall be bound to the Vendee by the same terms and conditions by which the Vendee is bound to the Owner. Vendor agrees to furnish a full lien waiver as a condition of final payment, and further agrees to furnish partial lien waivers, upon the request and at the option of the Vendee. All costs of defending the Owner or Vendee against claims, including mechanics liens, asserted or filed against them by creditors of the Vendor shall be deducted from monies otherwise due, provided that a sufficient balance to cover such costs remains unpaid at the time notification of the claim is received. If the full amount of this Agreement has been paid, or if balance due is not sufficient to offset such costs, the Vendor agrees to reimburse G.E. Johnson Construction Co., Inc., for any and all expenses arising from the claim or claims, including reasonable attorney fees and costs.
15. Vendor acknowledges that he has familiarized himself with all of the conditions of the locality, project, plans and specifications, and any other factor or circumstance which may affect his performance under this Agreement, and nothing in this Agreement shall obligate or render the Vendee liable for additional payment to the Vendor on account of his misunderstanding or failure to familiarize himself with such factors and conditions.
16. If called for on the face of this Agreement, Vendor agrees to furnish a good and sufficient Supply Bond with a Surety and on a form acceptable to the Vendee within ten (10) days following receipt and execution of this Agreement. Surety must possess underwriting limitations listed in the current Department of Treasury Federal Register in excess of the total amount of this Agreement. Vendor further agrees, in the event said Supply Bond is not called for on the face of this Agreement and is not an original condition of this Agreement, to obtain and furnish such Supply Bond covering the remainder of his obligations hereunder at any time during the life of this Agreement upon seven (7) days written request by the Vendee. Unless otherwise stipulated, the premium cost of such Supply Bond shall be borne by the Vendee.
17. It is agreed that the Vendor shall not assign or sublet this Agreement or any part hereof, including payments hereunder, without first obtaining the written consent of the Vendee. Unless specifically waived in writing by the Vendee, it is agreed that Vendee shall have a prior claim against payments due or to become due under this or any other Agreement between the parties in the event Vendor fails to comply or shall become disabled from complying with the terms of this or any other Agreement between the parties. In the event any claim or claims are asserted against the Vendor by parties supplying material or services to the Vendor for use under this or any other Agreement between the parties, it is agreed that set off of the proceeds due or to become due hereunder shall exist in favor of the Vendee retroactive to the date of this Agreement.
18. In receiving payment hereunder, Vendor agrees to apply such payment only against this order, and only against the account of Vendee on or for this project, unless written consent of Vendee shall first have been obtained for application of payments hereunder against some other account.
19. Vendor hereby agrees, at the option and request of Vendee, to submit any billing on a form and with certification as supplied by Vendee.
20. If the terms of this Agreement provide for the purchase of materials on a unit price basis, the unit of measure for payment shall be one for which certified verification of weights or quantities can be furnished at the time of delivery. Otherwise, Vendor agrees that Vendee is without means of ascertaining the accuracy of volumetric or other units of measure at the point and time of load delivery, and agrees that receipt of load tickets by Vendee's representative at the point of delivery does not constitute acceptance of Vendor's quantities for payment purposes. In the event the parties fail to agree on the actual quantities delivered, Vendee shall have the right to measure quantities of work in place and make final settlement on the basis of such measurement.
21. Notwithstanding anything herein or in the plans and specifications of the project to the contrary, any and all guaranties, warranties and the like shall commence and begin to run from the date of final completion of the project as established in writing by the Owner or its duly authorized agent. If at any time during one year after the Notice of Completion is signed by the Owner, or its agent, or later if so provided in this Agreement, any part of the materials or workmanship furnished by or through Vendor shall prove to be defective or not in conformity with plans and specifications, Vendor shall, upon receipt of written notice to that effect, correct, replace or repair same to Contractor's satisfaction, including all costs incidental thereto, without cost to Contractor.
22. Vendor agrees that Contractor has the right to inspect all material during any stage of manufacture/fabrication to assure quality control and adherence to agreed schedules, and Vendor agrees to provide reasonable access and assistance for safe and convenient inspection.
23. Each package and/or piece, and all invoices, bills of lading, shipping notices, etc., must clearly show the jobsite name, address, city, state and Contract Purchase Order Agreement Number as appear on the face of this Agreement.
24. If this Agreement requires design consultation and/or design services, then Vendor agrees that any design consultation and/or services that are provided as a part of this Agreement shall be provided at no additional cost to Contractor or Owner. Vendor agrees to fully consult with and coordinate all design services with all other trades, Contractor, Owner and any other Architect and/or Engineer

also providing design services. Vendor agrees to make allowances for work of other trades and consult with other trades to ensure adequate space for the work of other trades, including, but not limited to, providing its design information by licensed professionals to all other trades, Contractor, Owner and any other Architect/Engineer providing design services. Vendor further agrees that any design provided will comply with all applicable laws, ordinances, codes and regulations.

25. Contractor reserves the right to make payment directly to such creditors of Vendor as may have a claim or lien. Contractor reserves the right, prior to making any progress payment or final payment, to secure from Vendor a certification under oath, together with such other evidence as Contractor may require, that all obligations incurred by or on behalf of Vendor in connection with performance of its obligations hereunder have been paid to date, and listing any other amounts due or to become due. Contractor shall have the right to pay Vendor by joint check or pay directly any of Vendor's sub-subcontractors or material providers or laborers if Contractor has reason to believe that Vendor has not or may not pay such persons when payment is due. This provision expressly does not create third-party beneficiary status in any such persons.

IN CONSIDERATION WHEREOF THE VENDEE AGREES TO PAY THE VENDOR THE SUM OF: (\$) IN CURRENT FUNDS, AND TO MAKE SUCH PAYMENT ACCORDING TO THE TERMS HEREOF OR AS OTHERWISE MAY BE AGREED BETWEEN THE PARTIES. **IN WITNESS WHEREOF** THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR PROPER OFFICERS OR DULY AUTHORIZED AGENTS.

VENDOR

G. E. JOHNSON CONSTRUCTION COMPANY, INC.

BY _____
SIGNATURE AND PRINTED NAME OF AUTHORIZED REPRESENTATIVE

BY _____
(AUTHORIZED SIGNATURE)

TITLE _____

(LEGAL ADDRESS)

(Printed Name)

TITLE _____

DATE _____

DATE _____

NOTE: Please sign and return acknowledgement copy of this Agreement within five (5) days of receipt of this Purchase Order Agreement.

Revised 2.13.2018



BID REQUIREMENTS

PERFORMANCE BASED DESIGN SERVICES SAMPLE **(Attachment "H")**

ATTACHMENT " H "

Performance Based Design Services

The following terms and conditions are hereby incorporated into and made a part of the Agreement between G. E. Johnson Construction Company, Inc. ("Contractor") and _____ ("Subcontractor"), which Agreement involves the Project known as _____ ("Project"). The Contractor and Subcontractor agree as set forth below:

1. Contractor and Owner have executed a written agreement for the Project, a copy of which is on file and available for review by the Subcontractor. With respect to the Contractor/Owner Agreement, the Subcontractor specifically agrees as follows:
 - 1.1 Subcontractor agrees to perform professional services as the designer of the _____ System ("System") installation for the Project.
 - 1.2 Subcontractor will contract with, and assume all associated responsibilities for, the following sub-consultants to provide design services for the Project:

(Subcontractor must list all sub-consultants providing design services).

 - 1.3 Subcontractor shall require its sub-consultants to assume toward Contractor all obligations and responsibilities which the Subcontractor has assumed toward Contractor under this Subcontract and the Contractor/Owner Agreement.
2. In addition to the Subcontractor's responsibilities to perform the Work set forth in the Agreement, the Subcontractor's Work shall include the complete design of the System for the Project. The design of the System shall be performed by personnel either in the direct employ of the Subcontractor or on its behalf by approved sub-consultants. All entities and personnel performing professional design services shall be lawfully licensed and registered to practice as required by any legal authorities having jurisdiction over the Project and as required by the Contract Documents.
3. The Subcontractor's Design shall be performed so as to allow the Contractor, Owner, and Owner's Design Team adequate time to evaluate such Design and so as to allow the Contractor and Owner to perform the activities that relate to Subcontractor's design in accordance with the Schedule provided for in Contractor/Owner Agreement and included with this Agreement. The Subcontractor shall resolve any concerns of the Contractor and Owner regarding the Subcontractor's design to the Contractor's and Owner's satisfaction and shall accept full responsibility for such resolution. The Subcontractor's design shall include the following:

- 3.1 Performance characteristics of the System to be designed and installed ("Performance Requirements"), which shall comply with the Contract Documents and shall be coordinated with the other members of the design and construction team as necessary.
 - 3.2 Shop Drawings, piece drawings, erection drawings, connection details, calculations and/or any other approvable design documents required for construction (i.e. Construction Documents) consisting of working drawings and specifications setting forth in detail the specific details for construction of the System, shall meet the Performance Requirements and shall comply with all codes, laws, and regulations or other governmental requirements, which are applicable to the work. Such drawings and specifications shall be of sufficient quality and magnitude to allow the Contractor, Owner, and other design professionals involved in the Project, to review compliance of the drawings and specifications to the Performance Requirements and to enable the other design consultants to coordinate their respective design work with that of the Subcontractor.
 - 3.3 Routine inspection of the installation of the System by the Subcontractor's licensed designers to ensure that such Work is proceeding and has been performed in accordance with the Subcontractor's drawings and specifications.
 - 3.4 Upon completion of the Work, the Subcontractor shall deliver to the Contractor, an acceptable electronic set of Record Drawings showing all changes during the course of construction and an affidavit from the design professional/sub-consultant representing that the Work was installed in compliance with the design requirements.
4. In addition to all other warranties contained in the Subcontract, Subcontractor warrants that the design and installation of the System shall comply with the requirements of the Contract Documents, will be free from defect or fault, and will be fit for its intended purpose.
5. The Subcontractor is required to take all steps necessary to coordinate its design and installation activities with that of the Architect/Engineer and other subcontractors, including, but not limited to: exchanging information about their respective designs and the physical relationships and dependencies of the design/build systems; integrating their respective Work with that of all the other subcontractors; integrating, at no additional cost to the Owner or Contractor, Subcontractor's Work without architectural or structural modification, unless otherwise approved by Contractor and paid for by the Subcontractor; and insure that all constructability issues as relates to the System and as interfaces with all the Work of others have been resolved.
6. Subcontractor agrees to waive all claims against the Contractor which in any way

relate or may relate to the Subcontractor's failure to provide for the coordination, constructability, relation and interdependency of the design/build systems and hereby releases the Contractor from any claim and waives any defense which exists, or may exist in the future, that relates to such coordination, constructability, relation or interdependencies of the design/build systems.

7. Interpretation of the requirements of the products of the Performance Requirements will be, in the first instance, the responsibility of the Subcontractor from its design professionals/sub-consultants, which interpretation shall be subject to review and approval by the Contractor and Owner.
8. In addition to the insurance coverage specified elsewhere in the Agreement, Subcontractor will maintain and require its sub-consultants providing design services, if any, to maintain Professional Liability Insurance, on a "claims made" policy form, including contractual liability coverage, covering all operations and services performed by the Subcontractor or on its behalf by others with limits of liability of not less than **\$1,000,000** per claim and annual aggregate. The policy shall be effective (retroactively, if necessary) from the date of commencement of all professional activities performed under this Agreement. The Subcontractor is responsible for any deductible amount under such policy and shall require that its insurer waive its rights of subrogation in favor of the Contractor and Owner.

The Subcontractor and its sub-consultants, if any, shall obtain, maintain, and pay for the insurance coverage required by this Attachment following completion of the Project and through the applicable statute of repose and provide certificates to the Contractor accordingly. The Certificates of Insurance shall include language establishing thirty (30) days written notice to Contractor, Owner, and Subcontractor of any lapse in coverage or expiration.

The Subcontractor shall notify Contractor of any impairment of the Aggregate Limit of this insurance coverage before the Project is complete and for three (3) years beyond the date of Substantial Completion and shall replenish its aggregate limits as necessary to maintain compliance with the limit required hereunder.

Subcontractor shall provide evidence of such coverage in the form of Certificates of Insurance, which shall be delivered to the Contractor within ten (10) days of the execution of the Agreement.

9. Subcontractor and its sub-consultants acknowledge that the Design Services are for the Owner's express primary benefit.

Created 11.9.2016

SAMPLE



BID REQUIREMENTS

REQUEST FOR PAYMENT INSTRUCTIONS SAMPLE
(Attachment "B")

NON-TEXTURA

SUBCONTRACTOR:
ADDRESS:
CITY, STATE, ZIP:
CONTACT NAME:
PHONE NO:

DATE:

APPLICATION NO:

PROJECT NAME:

CONTRACT #:

PERIOD ENDING:

Application is made for payment, as shown below, in connection with the Contract.
Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM:
(Total in Column C1 on G703) \$ 0.00
2. NET CHANGE BY CHANGE ORDERS:
(Total Column C2 on G703) \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2):
(Total Column C3 on G703) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE:
(Total Column G on G703) \$ 0.00
5. RETAINAGE:
(Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE:
(Line 4 Less Line 5) \$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:
(Line 6 from prior Certificate) \$ 0.00
- 8. CURRENT PAYMENT DUE:**
(Line 6 Less Line 7) \$ **0.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE:
(Line 3 less Line 6) \$ 0.00

ACCOUNTING USE ONLY:

GROSS AMOUNT REQUESTED THIS PERIOD: \$ **0.00**

RETAINAGE HELD THIS PERIOD: \$ **0.00**

RELEASE

I hereby certify the work performed and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the Agreement, and all authorized changes thereto, between the undersigned and G. E. JOHNSON CONSTRUCTION COMPANY, INC. (Contractor), relating to the above-referenced Project. I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the Contractor to (1) all my subcontractors and sub-subcontractors, and (2) for all materials and labor used in or in connection with the performance of the Agreement. I further certify I have complied with federal, state, and local tax laws, including Social Security laws and Unemployment Compensation laws and Workman's Compensation laws, insofar as applicable to the performance of the Agreement.

This release is given in order to induce payment in the "Net Amount of Application" noted above and, on receipt of said payment, the Subcontractor releases Contractor and Owner from any further liability in connection with all materials, labor and services furnished by Subcontractor through the pay period indicated, and the undersigned does hereby waive and release all liens and claims that it may have against the Owner, the Contractor, the Contractor's retainage, or any bond posted on this Project through the end of the pay period indicated.

By: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

Notary Public

Seal:

My Commission Expires: _____



APPLICATION NO: 0

PERIOD ENDING: 01/00/00

SAMPLE

INSTRUCTIONS

1) Request Tab: Complete the highlighted sections.

Subcontractor, etc.:

Date:

Application #:

Project Name:

Contract #:

Period Ending:

Less Previous Certificates for Payment:

Contact information

Date application is completed

Number for the current application

Project # and name reflected on the executed agreement

Contract # reflected on the executed agreement

Date of the period being billed

Enter the amount paid job-to-date

2) SOV Tab: Fill out the non-formula columns.

Item No:

Description of Work:

Scheduled Value:

Change Orders:

From Previous:

This Period:

Materials Presently Stored:

Retainage %:

Your discretion

Breakout the SOV to the Project Manager's specifications

Original contract value

GE Johnson change order values

Previous billed amounts

This periods amounts to be billed, less stored materials

This periods stored materials amounts to be billed

Percentage reflected in the executed agreement

3) Double check the math

Verify the amounts on the Request for Payment page make sense

4) Sign and notarize the Release

5) Submit to the Project Manager

MEMORANDUM

TO: All Subcontractors and Vendors
FROM: GE Johnson Accounting
DATE: March 1, 2018
SUBJECT: OFF-SITE STORED MATERIAL

Attached are copies of proper documentation for billing of off-site stored materials. Please note that a "Bill of Sale", photograph of the stored materials, and Insurance Certificate are required in order for us to process any payment request that includes materials stored off-site.

The "Bill of Sale" must have the following information:

1. Description and dollar amount of materials stored;
2. Name of General Contractor and Project Owner to whom materials are being sold;
3. Name of Project for which materials are being stored; and
4. "Bill of Sale" must be signed and dated.

The Insurance Certificate must be separate from the standard general liability certificate. It must state:

1. Amount in storage;
2. Location at which the materials are stored;
3. Project name for which materials are stored; and
4. Name of General Contractor and Project Owner as additional insured.

Please contact our Subcontract Administrator if further information is needed.

Attachments



G. E. JOHNSON CONSTRUCTION COMPANY, INC.
25 NORTH CASCADE AVENUE, SUITE 400
COLORADO SPRINGS, CO 80903

BILL OF SALE

_____, of _____, _____
Company Name County State

Upon receipt of _____,
Payment Amount

less applicable retainage from G. E. Johnson Construction Company, Inc., does hereby grant
and convey to G. E. Johnson Construction Company, Inc., and

_____,
Project Owner

their executors, administrators, successors, or assigns, the materials fabricated for:

_____.
Project Name

This material was fabricated through _____.
Date

By: _____

Title: _____

Date: _____

State of _____ }
County of _____ } ss
_____ }

Subscribed and sworn to before me this _____ day of _____, 20__.

Seal

Notary Public

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent/Broker/Insurance Company Name Address City, State Zip Code Telephone and Facsimile	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Insured Company Name Address City, State Zip Code	NAIC # List

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X			<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Professional Liability (if applicable)		X				\$ 1,000,000
F	Pollution Liability (if applicable)	X	X				\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name/Number/Location. G. E. Johnson Construction Company, Inc., and Owner, their subsidiaries, directors, officers, employees and agents are included as Additional Insureds on the General, Automobile, Umbrella and Pollution Liability Policies. General Liability Policy shall be Primary and Non-Contributory and include both Ongoing and Completed Operations. A Waiver of Subrogation is provided in favor of G. E. Johnson Construction Company, Inc., and Owner on the General, Automobile, Umbrella, Pollution, Professional Liability and Workers Compensation Policies.

G. E. Johnson Construction Company, Inc., and Owner are listed as Loss Payee regarding materials fabricated and stored in the amount of \$ (stored amount), for (project name), stored at (address of storage site).

CERTIFICATE HOLDER**CANCELLATION**

G. E. Johnson Construction Company, Inc. 25 North Cascade Avenue, Suite 400 Colorado Springs, CO 80903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of Authorized Representative
--	---

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BID REQUIREMENTS

REQUEST FOR PAYMENT INSTRUCTIONS SAMPLE
(Attachment "B")

ORACLE TEXTURA PAYMENT MANAGEMENT

Dear Valued Subcontractor,

GE Johnson is automating the monthly payment application process by utilizing an online solution from Oracle. The Project will soon be implemented on Oracle's Textura- Payment Management (TPM) system. Request for payment must be submitted online using Oracle's Textura Payment Management system no later than the _____ (20th or 25th) day of each month if they are to be included in that month's billing to the Owner. Any applications received after this date will not be processed until the _____ (20th or 25th) of the following month.

We are confident that you'll experience the following benefits using the TPM application:

- Automatic generation of your invoice and lien release documents
- Email notification as the draw progresses
- Immediate feedback if your invoice is questioned
- Real-time visibility into compliance status
- Notification when you are paid
- Faster, direct electronic payments – no need to go collect your check!

A brochure included with your subcontract will provide more information on this innovative solution. Alternatively, you can visit the web site at www.texturacorp.com.

To get started, you will receive an email invitation to join (if you already have an account, you will receive an email to accept your subcontract). Simply follow the instructions in the email to set-up your account or accept your subcontract.

We'll provide convenient trainings:

- **Web-Based Training Sessions:** Online training sessions facilitated by members of our Customer Support team are available three times weekly. All you need to participate is a computer with Internet access, an email address and access to a phone.

To register for a training session, visit the following website:

<http://www.texturacorp.com/client-service/construction-software-training/>

- **Textura Customer Support:** 866-839-8872

Please note that there is a nominal fee to use this service. Other subcontractors using Oracle's Textura Payment Management system confirm it has decreased their time to receive payment, significantly eased their paperwork burden and reduced invoice processing time. We strongly believe that the benefits of Textura significantly outweigh its costs. If you have any questions, please feel free to contact us or call Textura at 866-839-8872.

Oracle's Textura Payment Management: Work Faster and More Efficiently

What Is Textura (TPM®)?

Oracle's TPM is an Internet-based construction invoicing and payment solution. With the TPM system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, TPM facilitates submission and tracking of compliance documents and sub-tier lien waivers. In short, TPM has revolutionized the construction payment process. Thousands of subcontractors currently use TPM to submit their pay applications every month.

Sign Pay Applications and Submit Electronically

TPM automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.

- Invoices are created by simply entering a percent complete or dollar value by line item of your budget
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error

Receive Payments via ACH

TPM uses the secure ACH network for electronic deposit of funds to accelerate draw payments.

- ACH will deliver funds faster than a manual check. Payments are made through TPM directly by the GC and are subject to the terms of your contract.
- ACH works like direct deposit. Funds are immediately available, no waiting for checks to clear.
- TPM alerts you via email that payment has been disbursed.

Know What is Happening, When It Happens

TPM offers complete visibility throughout the draw process and notifies users of critical events.

- Receive real-time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance.
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts.

Manage Documents Online

Project documents created in or uploaded to the system are available for viewing, printing or downloading to your computer. TPM will store these documents for a minimum of ten years.

- Pay Application backup documents are submitted quickly and easily via an upload attachment feature.
- Electronic submission & tracking of legal documents such as insurance certificates reduces payment holds.
- Possibility for lost or delayed documents resulting in held payments is virtually eliminated

What Does It Cost to Use TPM?

0.22% of contract value*

- Maximum – \$3,750
- Sub-tier subcontractors – \$100

Payment Methods

- ACH (default) or Credit Card

**Plus applicable taxes*

Technical Requirements:

TPM is completely web-based- there is no software to install. Users need only:

- Internet access (high-speed recommended)
- Email access for each user
- Adobe Acrobat Reader 6.0 or higher (free download)

Free Training & Support:

Our Training Supports your training needs with:

- Free webinars
- Individual training by phone

Support representatives are available to answer your questions at 866 -TEXTURA (866-839-8872).

MEMORANDUM

TO: All Subcontractors and Vendors
FROM: GE Johnson Accounting
DATE: March 1, 2018
SUBJECT: OFF-SITE STORED MATERIAL

Attached are copies of proper documentation for billing of off-site stored materials. Please note that a "Bill of Sale", photograph of the stored materials, and Insurance Certificate are required in order for us to process any payment request that includes materials stored off-site.

The "Bill of Sale" must have the following information:

1. Description and dollar amount of materials stored;
2. Name of General Contractor and Project Owner to whom materials are being sold;
3. Name of Project for which materials are being stored; and
4. "Bill of Sale" must be signed and dated.

The Insurance Certificate must be separate from the standard general liability certificate. It must state:

1. Amount in storage;
2. Location at which the materials are stored;
3. Project name for which materials are stored; and
4. Name of General Contractor and Project Owner as additional insured.

Please contact our Subcontract Administrator if further information is needed.

Attachments



G. E. JOHNSON CONSTRUCTION COMPANY, INC.
25 NORTH CASCADE AVENUE, SUITE 400
COLORADO SPRINGS, CO 80903

BILL OF SALE

_____, of _____, _____
Company Name County State

Upon receipt of _____,
Payment Amount

less applicable retainage from G. E. Johnson Construction Company, Inc., does hereby grant
and convey to G. E. Johnson Construction Company, Inc., and

_____,
Project Owner

their executors, administrators, successors, or assigns, the materials fabricated for:

_____.
Project Name

This material was fabricated through _____.
Date

By: _____

Title: _____

Date: _____

State of _____ }
County of _____ } ss
_____ }

Subscribed and sworn to before me this _____ day of _____, 20__.

Seal

Notary Public

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent/Broker/Insurance Company Name Address City, State Zip Code Telephone and Facsimile	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
INSURED Insured Company Name Address City, State Zip Code	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company Name	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # List		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY	X	X				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	X				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	X			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
E	Professional Liability (if applicable)		X					\$ 1,000,000
F	Pollution Liability (if applicable)	X	X					\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name/Number/Location. G. E. Johnson Construction Company, Inc., and Owner, their subsidiaries, directors, officers, employees and agents are included as Additional Insureds on the General, Automobile, Umbrella and Pollution Liability Policies. General Liability Policy shall be Primary and Non-Contributory and include both Ongoing and Completed Operations. A Waiver of Subrogation is provided in favor of G. E. Johnson Construction Company, Inc., and Owner on the General, Automobile, Umbrella, Pollution, Professional Liability and Workers Compensation Policies.

G. E. Johnson Construction Company, Inc., and Owner are listed as Loss Payee regarding materials fabricated and stored in the amount of \$ _____ (stored amount), for _____ (project name), stored at _____ (address of storage site).

CERTIFICATE HOLDER**CANCELLATION**

G. E. Johnson Construction Company, Inc.
25 North Cascade Avenue, Suite 400
Colorado Springs, CO 80903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of Authorized Representative

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BID REQUIREMENTS

PAYMENT BOND FORM SAMPLE

BOND NO.: _____
PREMIUM: \$ _____

SUBCONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal,
and _____, as the Surety,
are held and firmly bound unto **G. E. JOHNSON CONSTRUCTION COMPANY, INC., 25 NORTH CASCADE AVENUE, SUITE 400, COLORADO SPRINGS, COLORADO 80903**, as Oblige, in the penal sum of **AND 00/100 (\$.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Oblige dated _____, for all work under Specification Section(s) _____, applicable, being part of the Work covered by a contract dated on or about _____, between _____, hereinafter called the Owner, and the said Oblige for _____, which Contract and the Specifications and General Conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations, performing labor or furnishing equipment, materials, or supplies incurred in connection with the contract to be performed under said agreement, and shall indemnify and save harmless the Oblige from all loss, liability, costs, damages, penalty, attorney's fees or expenses for all taxes, insurance premiums, any and all applicable contributions, allowances or other payments or deductions, however termed, required by statute or union labor agreement, including voluntary payment thereof by the Oblige necessary to ensure orderly prosecution of work or other items or services used in, upon or for or incurred in connection with the contract to be performed under said agreement, then this obligation shall be of no effect, but otherwise shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Oblige and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Oblige, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Oblige with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material, machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in said contract shall have a direct right of action against said Principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, 20 _____.

(Principal) (SEAL)

Witness:

(Business Address)

Or Secretary's Attest

By _____
(Signature and Title)

(Surety) (SEAL)

Witness:

(Business Address)

Or Secretary's Attest

By _____
(Signature and Title)

(ATTACH POWER OF ATTORNEY)

This bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and have a Best's Financial Rating of at least Class X. The fully executed Bond form must be accompanied by a current Power of Attorney.



BID REQUIREMENTS

PERFORMANCE BOND FORM SAMPLE

BOND NO.: _____
PREMIUM: \$ _____

SUBCONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal,
and _____, as the Surety,
are held and firmly bound unto **G. E. JOHNSON CONSTRUCTION COMPANY, INC., 25 NORTH CASCADE AVENUE, SUITE 400, COLORADO SPRINGS, COLORADO 80903**, as Oblige, in the penal sum of **AND 00/100**
(\$ **.00**) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Oblige dated _____, for all work under Specification Section(s) _____, as applicable, being part of the Work covered by a contract dated on or about _____, between _____, which hereinafter called the Owner, and the said Oblige for _____, which Contract and the Specifications and General Conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Oblige from all loss, liability, costs, damages, penalty, attorney's fees or expense which Oblige may incur by reason of failure to well and truly keep and perform each, every and all the terms and conditions of said agreement on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by said agreement, performance of all obligations, and guarantees of the Oblige relating to such work under the contract with the Owner; then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Oblige and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Oblige, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no one other than the named Oblige and the successors, administrators, or assigns of the Oblige shall have any right of action under the bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, 20____.

Witness:

Or Secretary's Attest

Witness:

Or Secretary's Attest

(Principal) (SEAL)

(Business Address)

By _____
(Signature and Title)

(Surety) (SEAL)

(Business Address)

By _____
(Signature and Title)

(ATTACH POWER OF ATTORNEY)

This bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and have a Best's Financial Rating of at least Class X. The fully executed Bond form must be accompanied by a current Power of Attorney.



BID REQUIREMENTS

GUARANTEE AND WARRANTY SAMPLE
(Attachment "G")

GUARANTEE AND WARRANTY

hereinafter called the "Guarantor", entered into the Subcontract Agreement/Purchase Order Agreement dated _____, hereinafter called the "Agreement", with **G. E. JOHNSON CONSTRUCTION COMPANY, INC.**, hereinafter called the "Contractor", to perform the construction of the hereinafter described as the "Work", for the use and benefit of _____, hereinafter called the "Owner".

In consideration of the payments made to the Guarantor under said Agreement and in further consideration of final payment, the Guarantor does hereby for itself and its successors, heirs and assigns, guarantee and warrant to the Owner, its successors, and assigns that the Guarantor has performed all the work required by the Agreement in accordance with the terms thereof including, but not limited to, correction of items on all punch lists prepared by the Contractor, Owner and Architect, and that all portions of the Work completed under the Agreement are and will remain free from defects in materials and workmanship from _____, for a period of _____.

The Guarantor does hereby further guarantee and warrant that the Guarantor will make good and replace, at his own cost and expense, all defects in the material and workmanship appearing during the above-stated period, and the Guarantor will be responsible for all damage caused by such defects or by the work required to remedy such defects. All corrections to material and workmanship shall be made at the convenience of the Owner and shall be performed in a workmanlike manner.

The Guarantor does hereby warrant and represent that it has obtained warranties and guarantees from its material and equipment suppliers and from its subcontractors to the fullest extent possible and as customary in the various trades and has delivered all assignable warranties and guarantees to the Owner.

It is understood that this Guarantee shall in no way be construed to limit in any manner any of the provisions of the Agreement or to modify or limit any of the obligations, liabilities and duties of the Guarantor thereunder.

It is further understood that this Guarantee shall remain binding and irrevocable during the above-stated period, and that the Contractor is an intended third party beneficiary of the undertakings made by the Guarantor herein.

GUARANTOR:

Company

Legal Address

City, State Zip Code

Contact Name

Contact Office Telephone

BY:

Signature

TITLE:

(Officer or Partner)

DATE:



BID REQUIREMENTS

FINAL RELEASE AND WAIVER OF LIEN SAMPLE

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

A. INTRODUCTION

The enclosed information addresses expectations of Subcontractors and tier subcontractors (hereinafter referred to as "Subcontractors") performing work on G. E. Johnson Construction Company, Inc. (hereinafter referred to as "Contractor") projects. Through the concentrated effort of subcontractors, a safe and successful project can be achieved.

Each subcontractor working on Contractor projects is obligated to comply with all Federal, State and Local safety requirements, G. E. Johnson Construction Company's Environmental, Health and Safety Program, Project Safety Programs, and any Owner Safety Requirements (hereinafter called "safety requirements"). These combined safety requirements constitute the minimum level of performance expected from each employer and his employees or their subcontractors, or agents. All shall adhere to these requirements for the performance of their work on Contractor projects designed to promote and to insure the projects safe completion. Electronic copy of Contractor's Safety Manual is available upon request.

B. SUBCONTRACTOR COMPLIANCE

In accordance with the OSHA requirements, each subcontractor shall protect the employment and places of employment of each of their employees engaged in construction work by complying with the appropriate standards prescribed in the applicable standards. Subcontractors shall hold each of their agents, vendors, tier subcontractors and suppliers responsible for compliance with these safety requirements. Subcontractors shall include these safety requirements in contracts with all tier subcontractors and suppliers. Entry onto project, property, or the job site constitutes acknowledgement by the Subcontractor, Subcontractor employees or invitee of their obligation to adhere to these safety requirements.

Each Subcontractor shall establish and maintain an effective safety and health program that, at the least, equals that of the Contractor's Environmental, Health and Safety Program, including all items outlined in this document. shall be solely responsible for implementing the safety program and shall have sole responsibility for monitoring the work of its employees, subcontractors, agents, vendors and suppliers to ensure compliance.

C. NON-COMPLIANCE WITH SAFETY REQUIREMENTS

If a Subcontractor or invitee is found non-compliant to any of the safety requirements, the Subcontractor and employee(s) may be subject to the following (one or more):

- At a minimum, the resulting action may result in a written warning;
- Individual(s) may be removed from the project for a specified duration;
- Individual(s) may be removed from project and/or future Contractor projects;
- Re-training for individual(s), crew and/or foreman. Proof of retraining shall be provided to Contractor upon request;
- Additional full-time supervision and/or safety representative to the project at the Subcontractor's expense;

FINAL RELEASE AND WAIVER OF LIEN BY SUBCONTRACTOR

To: G. E. Johnson Construction Company, Inc.
25 North Cascade Avenue, Suite 400
Colorado Springs, CO 80903

From:

For valuable consideration that the undersigned has been or will be paid by G. E. Johnson Construction Company, Inc. ("GEJCC"), the sufficiency of which is hereby acknowledged, the undersigned hereby releases and waives any and all right to mechanics' lien, mechanics' liens, any private bond right, any public bond right, any claim for payment, any claim under the Federal laws or regulations or common laws and statutory laws of the state in which the work was performed (including, but not limited to, 40 U.S.C. 270a (Miller Act), C.R.S. § 36-26-101 et seq. (Contractor's Bonds and Lien on Funds), or C.R.S. § 38-22-101 et seq. (General Mechanics' Lien)), and any other claim which the undersigned may have at this time, or any future time, against the Owner(s), GEJCC, its surety, and/or the hereinafter described property by reason of any labor, materials, supplies, machinery, equipment, fixtures, taxes, insurance, or tools furnished or otherwise provided in connection with the Project described as follows:

Project:

Description of Property: All work performed on premise as defined by contract.

Owner:

Architect:

(If no legal description is shown following the description of Project, we acknowledge that the foregoing is an adequate description of the real property and improvement inasmuch as the foregoing is the description given in the contract documents which govern the performance of the work for which consideration has been received.)

In executing this release, we certify that all claims for labor, or materials, or both, furnished or performed on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangement for payment has been made. We also certify that we have complied with federal, state, and local tax and other laws, including, but not limited to, social security laws, unemployment compensation laws, workers' compensation laws insofar as applicable to the performance of the contract between GEJCC and the undersigned.

In further consideration of the payment made to or to be made to the undersigned by GEJCC, and to induce GEJCC to make said payment, we agree to defend the Owner(s) and GEJCC from any claim on the part of our material suppliers, laborers, employees, servants and agents or subcontractors arising from our work on this Project, and we further agree to reimburse the Owner(s) and GEJCC for any and all costs, including reasonable attorney fees, which may incur as a result of such claims.

STATE OF _____)
COUNTY OF _____) ss FIRM: _____
BY: _____ Officer
TITLE: _____
DATE: _____

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____.

(Notary Public Signature)

My Commission Expires: _____